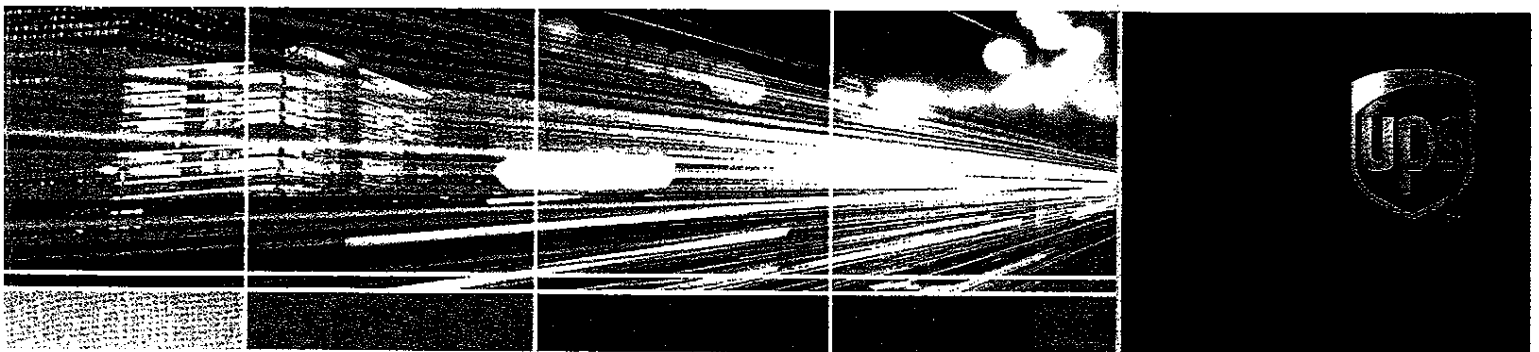


# **EXHIBIT C**

# UPS Rate and Service Guide

## DAILY RATES

*Effective January 3, 2005*



## Terms and Conditions

shipper. Regardless of the billing option selected, some charges, including, but not limited to, address correction charges, will be billed to the shipper.

### Billing Options for International Shipments

The amount billed includes, but is not limited to, shipping charges, duties and taxes, if applicable. Unless otherwise restricted in the origin or destination country, the carrier provides the following billing options:

- (a) **Prepaid** – The shipper pays all shipping charges, and the consignee pays duty/tax/V.A.T., if applicable.
- (b) **Freight Collect** – The consignee pays shipping charges and duty/tax/V.A.T., if applicable.
- (c) **FOB** – The shipper pays shipping charges to the port of export, and the consignee pays the balance.
- (d) **C&F** – The shipper pays shipping charges to the port of import, and the consignee pays the balance.
- (e) **Delivered Duty Paid, V.A.T. Unpaid** – The shipper pays all shipping charges and the destination country's duty, if applicable. The consignee pays the balance, such as V.A.T.
- (f) **Bill Duty, Tax and Shipping Charges to Shipper (Free Domicile)** – The shipper pays the destination country's duty and tax, if applicable, in addition to all shipping charges.
- (g) **Third-Party Prepaid** – The third party pays shipping charges and the receiver pays duty/tax/V.A.T., if applicable.
- (h) **Third-Party Freight Collect** – The third party pays shipping charges and duty/tax/V.A.T., if applicable. For U.S. shippers, the shipping charges and duty/tax/V.A.T. can be billed to third parties via the Free Domicile billing option. An additional surcharge may be applied when selecting the Free Domicile billing option.

UPS reserves the right in its sole discretion to request advance payment of shipping charges for any package sent to any international destination.

For all shipments where the shipper is not paying the shipping charges, the shipper must notify the bill payer prior to shipping. The shipper is liable for payment in the event of non-payment by the consignee or a third party. All shipments must have

a valid UPS billing option indicated on the waybill. Regardless of the billing option selected, some charges, including, but not limited to, address correction charges, will be billed to the shipper.

### Disbursement Fee

In order to expedite customs clearance, UPS may advance duties and taxes on behalf of the payer as dictated by the billing option selected. A Disbursement Fee based on the amount advanced will be assessed and billed to the payer.

### Currency Conversion Rate

Charges to a payer's account in a foreign currency will be converted to the payer's currency using a weekly exchange rate secured through Major Money Center Banks, plus an exchange fee, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping.

### Payment of Charges

For purposes of this section, the term "Charges" means all applicable transportation and other charges, including, but not limited to, all applicable accessorial charges, surcharges, additional handling charges and late payment fees.

UPS's payment terms require payment of all Charges within seven (7) days after receipt of the UPS bill. The UPS Tariff contains provisions for a late payment fee on past due balances (including, without limitation, any previously assessed but unpaid late payment fees), and the shipper agrees to pay such late payment fees as may be assessed by UPS. The UPS Tariff also contains provisions for a fee that may be imposed if any negotiable instrument submitted to UPS as payment for Charges is returned to UPS unpaid or if any electronic request for payment is dishonored.

Notwithstanding any billing or payment option selected at the time of shipment, the shipper is ultimately liable for and agrees to pay all Charges, including in the event of insolvency, bankruptcy, non-payment or refusal to pay by the consignee or third party.

UPS reserves the right to bill for Charges based upon the characteristics of, and services requested for, packages actually tendered to UPS. UPS reserves the right to audit invoices to verify service selection; package or shipment weight; applicability of any Charges; and to make appropriate adjustments. If Charges are paid for by credit card, the shipper expressly authorizes UPS to assess any Charges and

to obtain payment of the Charges by use of the credit card. The UPS Tariff contains provisions for a fee that will be imposed for any credit card transaction that is declined or rejected for any reason.

If a shipper submits package information to UPS (through an automated shipping system, source document or UPS Internet Shipping) and does not subsequently tender such package to UPS, it is the shipper's sole responsibility to request an adjustment. Shippers who fail to do so will be liable for all applicable Charges.

Shippers requesting an invoice adjustment (e.g., adjustment based on an incorrect rate, billable weight, account number or type of service, etc.) or a refund due to a duplicate payment must notify UPS of the request within 180 days after receiving the contested bill. A partial payment against an invoice is not considered a request for an invoice adjustment.

### Residential Delivery

A residential delivery is defined as delivery to a location that is a home, including a business operating out of a home that does not have an entrance open to the public.

### UPS Return Services

#### UPS Returns™

**Authorized Return Service (ARS)** – ARS is a contractual service that allows the shipper to order preprinted labels to send to their customer. The shipper signs an agreement based upon the average weight and zone of their package characteristics. Upon execution of the agreement, the shipper calls 1-800-PICK-UPS to order return labels that are preprinted with the return address designated in the contract. Upon receipt of the preprinted return labels, the shipper encloses the return label with the outbound shipment or mails the label to the recipient separately. The recipient affixes the label to the UPS-compatible package and takes the package to an approved return location, gives it to a UPS service provider or calls 1-800-PICK-UPS to request a pickup for an additional fee. Packages can be returned from any address in the 50 states with ARS, where this service is available, via UPS Next Day Air, UPS 2nd Day Air, UPS 3 Day Select and UPS Ground. Upon delivery of the package, the original shipper is billed the rate based upon the contract. There is no additional accessorial charge.

**Print Return Label** – Packages can be returned from any address in the 50 states with Print Return Label service, where

**Saturday Pickup**

UPS offers optional Saturday pickup of UPS Next Day Air Early A.M., UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air A.M., and UPS 2nd Day Air shipments for delivery in the United States and Puerto Rico where such services are available. The shipper should contact UPS for information regarding UPS's Saturday pickup area. UPS Air Services shipments picked up on Saturday receive the same delivery commitment as UPS Air Services shipments picked up on Friday. Saturday pickup service is provided by the following methods:

- (a) A shipper may request Saturday pickup by contacting a UPS Customer Service office on each Saturday, excluding holidays, that the service is needed.
- (b) At the shipper's option, UPS will call at the shipper's premises every Saturday, excluding holidays, to pick up qualifying shipments. A service charge will be assessed if UPS calls at the shipper's premises on Saturday and there are no packages to be picked up on that day.

An additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed for each UPS Air Services package or UPS Hundredweight Air Services shipment tendered to UPS on Saturday.

**Saturday Delivery**

UPS offers optional Saturday delivery of UPS Next Day Air Early A.M. and UPS Next Day Air Express Envelopes and packages and UPS Hundredweight Next Day Air shipments, where such services are available. Saturday delivery is not available for UPS Next Day Air Saver Express Envelopes or packages. The shipper should contact UPS for information regarding UPS's Saturday delivery area. A Saturday Delivery routing label, provided by UPS, must be attached to each package.

The shipper may request optional Saturday delivery of UPS Worldwide Express Plus shipments (subject to value limits) and UPS Worldwide Express shipments to specific locations in Canada, Germany and the United Kingdom by indicating the selection of this option on the UPS source document or in a UPS automated shipping system and by attaching a Saturday Delivery routing label provided by UPS to each package.

Optional Saturday delivery of UPS Worldwide Express Plus and UPS Worldwide Express shipments from specific locations in designated countries to specific locations in the United States may be requested by indicating the selection of this option on the UPS source document for each shipment.

An additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed for each UPS Next Day Air Early A.M. and UPS Next Day Air package and for each UPS Worldwide Express Plus and UPS Worldwide Express shipment received for Saturday delivery. This charge is billed to the payer of the transportation charges.

**Hold for Pickup Service**

The shipper may request UPS to hold a domestic package at a designated UPS facility for pickup by the consignee. For each such package, the shipper will complete an address label showing the words "Hold for Pickup," the consignee's name, telephone number, the name of a contact person and the full address of the designated UPS facility. In addition, the shipper will apply a UPS Hold for Pickup label below the address label on the package.

UPS will hold the package at the designated facility and will attempt to contact the consignee at the telephone number shown on the label. Packages will usually be made available by 8:30 a.m. on the scheduled day of delivery. Packages not picked up within five (5) business days from the date of arrival will be returned to the shipper.

**UPS Next Day Air Early A.M.****Verbal Confirmation of Delivery**

The shipper may request optional Verbal Confirmation of Delivery when shipping via UPS Next Day Air Early A.M. Verbal Confirmation of Delivery is not available in Hawaii. When this service is selected, UPS will call the shipper to confirm delivery on the day of delivery. An additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed for each Verbal Confirmation of Delivery request and will be billed to the payer of the transportation charges.

**Invalid UPS Next Day Air Early A.M. Shipment Charge**

UPS reserves the right to assess a charge, set forth in the UPS Rates applicable

to the shipment in effect at the time of shipping, for each UPS Next Day Air Early A.M. package shipped to a destination outside the UPS Next Day Air Early A.M. service area.

**UPS Next Day Air and UPS 2nd Day Air Charges**

For Next Day Air services, there is no weight limit for Express Envelopes containing correspondence, urgent documents and electronic media. When a Next Day Air service is selected, Express Envelopes containing items other than those listed above are subject to the corresponding rates for the applicable weight. The shipper agrees to comply with the requirements of the Private Express Statutes when using UPS 2nd Day Air A.M. and UPS 2nd Day Air services. For UPS 2nd Day Air services, Express Envelopes weighing one (1) pound or more are subject to the corresponding rates for the applicable weight.

**Delivery Confirmation Services**

**Delivery Confirmation** – At the time a shipper tenders a domestic package to UPS, the shipper may request Delivery Confirmation Service by indicating Delivery Confirmation on the UPS Shipping Record book or in a UPS automated shipping system. Each Delivery Confirmation response will include the date of delivery and either the name of the recipient or the disposition of the package; or, in the event of a return, the response will indicate the reason for the return and the date processed. An additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed for each such response. All responses will be consolidated and provided to the shipper in printed or electronic format.

**Delivery Confirmation Signature**

**Required (domestic and international)** – A shipper may request UPS to obtain the recipient's signature and to include it on the Delivery Confirmation response. In such case, an additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed.

**Delivery Confirmation Adult Signature**

**Required (domestic and international)** – A shipper may request UPS to obtain the signature of an adult 21 years of age or older and to include it in the Delivery Confirmation response. An additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time

# Terms and Conditions

of shipping, will be assessed. UPS, in its sole discretion, will determine if delivery can be completed when such a request is made, and may request photo identification indicating the recipient's age, before completing delivery. The shipper must use a UPS automated shipping system to initiate a request for this service.

A shipper may elect to direct the response to an address other than the return address specified on the shipping label. In such case, the response will be mailed individually, and an additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed.

**Note:** Only valid UPS accounts will receive responses via mail.

## Proof of Delivery (P.O.D.)

Upon request, UPS will provide proof of delivery of a shipment via facsimile (fax) transmission or mail. The request must include a fax number, including area code, for an operating fax machine or an address deliverable by the United States Postal Service. UPS reserves the right to assess the shipper an additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, for each successfully transmitted or mailed P.O.D.

## Additional Handling Charge

An Additional Handling charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, may be assessed for the transportation of the following:

- Any article that is encased in an outside shipping container made of metal or wood.
- Any item, such as a barrel, drum, pail or tire, that is not fully encased in a corrugated cardboard shipping container.
- Any package with the longest side exceeding 60 inches or its second-longest side exceeding 30 inches.
- Any package qualifying as a Large Air Package.
- An Additional Handling charge will not be assessed to packages qualifying for a Large Package Surcharge.

UPS also reserves the right to assess the Additional Handling charge for any package that, in UPS's sole discretion, requires special handling.

## Large Air Package

A package shipped using UPS Air Services or UPS 3 Day Select is considered a "Large Air Package" when its length, combined with twice the width plus twice the height, exceeds 130 inches, and is equal to or less than 165 inches.

For each Large Air Package, the rate is based on the greater of the dimensional weight or the actual weight. Large Air Packages are subject to a minimum billable rate of \$90 (U.S.). The minimum billable rate will not apply to UPS Hundredweight Service shipments.

## Large Package

A UPS Ground package is considered to be a "Large Package" when the size of the package exceeds 130 inches in length and girth combined.

A Large Package Surcharge (LPS) of \$40 (U.S.) will be applied to each UPS Ground package, including Hundredweight, sent between locations in the United States that meets the following criteria:

- The size of the package exceeds 130 inches in length and girth combined, and/or
- The package is identified as OS3

LPS will not apply to:

- UPS Standard To Canada packages
- Authorized Return Services UPS Ground packages

Each Large Package in a UPS Ground multi-piece shipment may receive an LPS.

## Address Correction Charge

If UPS is unable to deliver any package as addressed by the shipper, or if the package has an incorrect or incomplete address (examples include, but are not limited to, P.O. boxes, missing suite, apartment, or unit numbers, old addresses and missing/incorrect ZIP Codes), UPS will determine and make reasonable efforts to secure the correct or complete address. An address validated by UPS may be incorrect or incomplete for purposes of completing delivery, and may be corrected by UPS.

If the correct or complete address is secured, UPS will attempt delivery, and the shipper will be provided with the correct or complete address in order to update its internal records. An additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed for an address correction.

## Manual Processing

UPS reserves the right to assess a manual processing charge of \$.50 (U.S.) per package or \$35 (U.S.) per week (whichever is greater) on shippers who ship packages via a UPS shipping system that applies outdated UPS Rates until such time as the shipper upgrades the UPS shipping system to reflect current UPS Rates.

## Fuel Surcharge

UPS reserves the right to institute a fuel surcharge on some or all shipments without prior notice. This surcharge may apply to any domestic or international transportation or other charges, including, but not limited to, any accessorial charge or surcharge. This surcharge will be applied to such services and for such periods as UPS, in its sole discretion, may determine necessary. The current fuel surcharge is described at UPS.com.

## Tracking/Tracing or Refund Request Charge

UPS reserves the right to assess the shipper a \$3 (U.S.) charge per request for package-tracking, package-tracing or shipping-charge refund, subject to the following conditions:

- This charge will not be assessed for the first 50 package-tracking requests per calendar week, or for a quantity of package-tracking requests equal to or less than 20 percent of the shipper's package volume for that week, whichever is greater.
- This charge will not be assessed for a quantity of package-tracing requests equal to or less than two percent of the shipper's package volume for that week.
- This charge may be assessed for shipping-charge refund requests when the shipment in question was actually delivered in accordance with the UPS Service Guarantee.

## Limitations of Liability

Each UPS domestic package or international shipment is automatically protected by UPS against loss or damage up to a value of \$100 (U.S.). Unless a greater value is recorded in the declared value field of the UPS source document or the UPS shipping system used, the shipper agrees that the released value of each domestic package or international shipment is no greater than \$100 (U.S.), which is a reasonable value under the

United Parcel Service, Inc. (a New York corporation) MC-116200

United Parcel Service, Inc. (an Ohio corporation) MC-115495

United Parcel Service Canada Ltd. MC-186275

**GENERAL TARIFF CONTAINING THE  
CLASSIFICATIONS, RULES AND PRACTICES  
FOR THE  
TRANSPORTATION OF PROPERTY**

In Individual Shipments of Packages or Articles Not Exceeding 150 Pounds per piece nor exceeding 108 inches in Length, or 165 Inches in Length and Girth combined, except as provided in Item 1030 of Tariff, via all Motor and Substituted Service Between Points and Places in the United States. Certain other classifications, rules and practices may apply as provided in the shipper's contract.

For Reference to Governing Publications see Item 400 of Tariff

EFFECTIVE: January 3, 2005

Issued By:

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55 Glenlake Parkway, NE  
Atlanta, Georgia 30328

Permanent Address:  
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6285 Northam Drive, Suite 400  
Mississauga, Ontario  
Canada L4V 1X5

Permanent Address:  
United Parcel Service, Inc.  
(an Ohio corporation)  
55 Glenlake Parkway, NE  
Atlanta, Georgia 30328



RULES AND OTHER PROVISIONS WHICH GOVERN THE  
TRANSPORTATION OF PROPERTY

Shippers requesting an invoice adjustment (e.g., adjustment of Charges based on an incorrect rate, billable weight, account number, failure to tender a package, or type of service, etc.) or a refund due to a duplicate payment must notify UPS of the request within 180 days of receiving the contested invoice, or any billing dispute is waived. A partial payment against an invoice is not considered a request for an invoice adjustment.

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USE OF UPS-PROVIDED MATERIALS AND SERVICES

UPS-provided materials, including but not limited to, packaging materials and supplies, envelopes, labels, label printers, shipping documents, publications and products are provided solely for the use of UPS shippers to obtain UPS services on their behalf and to interact with UPS. Any other use of such UPS-provided materials is strictly prohibited.

Under no circumstances may a shipper sell any UPS-provided materials, products, or services to any third party without prior written authorization from UPS.

455

USE OF UPS ELECTRONIC INFORMATION SYSTEMS

"UPS Systems" means for all purposes herein those UPS electronic information systems to which shippers are granted access by UPS and which are accessed by means of hardware, software, or Internet interfaces.

A shipper may use the UPS Systems solely for UPS-related business conducted by or on behalf of the shipper. Any other use of the UPS Systems is strictly prohibited. A shipper may use or disclose information provided via the UPS Systems only in connection with packages shipped by or to the shipper or on the shipper's behalf.

A shipper may not use the UPS Systems in any way that adversely affects the performance or function of the UPS Systems or interferes with access by other parties to the UPS Systems. A shipper shall not gain access, or attempt to gain access, by any means to any UPS computer system or database, other than the UPS Systems to which the shipper is expressly granted access by UPS.

A shipper shall preserve and reproduce all content of the information provided by the UPS Systems and maintain all data formats, structure, sequence and organization of the information delivered by the UPS Systems, without amendment, deletion or modification of any type. UPS reserves the right to terminate, update, alter or supplement any or all of the UPS Systems and services and information available from the UPS Systems at any time. UPS reserves the right to assess charges for the use of any UPS System, by providing notice of such charges to the shipper. By permitting limited usage of the UPS Systems, UPS does not convey any property interest in or to the UPS Systems or any other UPS property or services.

UPS reserves the right to terminate a shipper's access to and use of the UPS Systems for any reason, including if UPS in its sole judgment believes that (1) the system is being used for an illegal purpose or a purpose not authorized by UPS, or (2) UPS or a third party's rights are being jeopardized, or (3) UPS or any third party is potentially exposed to liability or damage of any type, or (4) the shipper is violating this Tariff or any other applicable agreement between UPS and the shipper.

458

ITEMS NOT ACCEPTED FOR TRANSPORTATION

UPS does not accept for transportation, and shippers are prohibited from shipping:

- (1) Articles of unusual value (as defined in Item 460);
- (2) Hazardous waste;
- (3) Human remains, fetal remains, human body parts, or components thereof;
- (4) Common fireworks;

RULES AND OTHER PROVISIONS WHICH GOVERN THE  
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God; acts of public authorities acting with actual or apparent authority; acts or omissions of customs or similar authorities; insufficient information provided by a customer; the application of security regulations imposed by the government, or otherwise applicable to the shipment; a government agency hold; riots; strikes or other labor disputes; civil unrest; disruptions of any kind in air or ground transportation networks; and natural disasters.

505

CLAIMS AND LEGAL ACTIONS

Claims against UPS must be filed within strict time limits, including as set forth in Item 450, regarding invoice adjustments or billing disputes; Item 520, regarding claims for loss or damage to property; and pursuant to the UPS Service Guarantee.

All claims against UPS arising from or related to the provision of services by UPS, including, but not limited to, demands for damages, refunds, credits, and any legal or equitable relief whatsoever, shall be extinguished unless the shipper or claimant (1) timely and completely complies with all applicable notice and claims periods set forth in this Tariff and in the *UPS Rate and Service Guide*, including as to claims for loss or damage to property, claims under UPS's Service Guarantee, or claims for invoice adjustments; and (2) pleads on the face of any complaint filed against UPS satisfaction and compliance with those notice and claims periods as a contractual condition precedent to recovery.

Each dispute with UPS will be decided on an individual basis and will not be consolidated in any action with the disputes or claims of other UPS shippers. UPS shippers agree not to sue UPS as class plaintiffs or class representatives, join a class as members, or participate as adverse parties in any way in a class action lawsuit against UPS with respect to any dispute or claim relating to the UPS shipping contract (including the UPS source document, the UPS Tariff, and the *UPS Rate and Service Guide*) or the service provided by UPS. However, nothing in this paragraph limits a shipper's rights to bring a lawsuit as an individual plaintiff.

Claimants may not deduct the amounts of pending claims from any charges owed to UPS, and the shipper waives any and all rights, including any statutory or common law rights, to set off the amount of any claim against charges owed to UPS.

510

FILING OF CLAIMS FOR LOSS OR DAMAGE TO PROPERTY

All claims for loss of or damage to property transported or accepted for transportation must: (1) be in writing and must include reference to the source document or pickup record number and date of shipment or copies of other documents sufficient to identify the shipment involved, and the declared value; (2) assert the liability of UPS for alleged loss or damage; (3) make claim for payment of a specified or determinable amount of money; and (4) be accompanied by a copy of the original invoice or, if no invoice was issued, other proof, certified to in writing, as to the purchase price paid by the consignee (where the property involved has been sold to the consignee), actual cost or replacement cost of the property, or extent of the damage to the property.

No claims will be voluntarily paid unless filed in writing by or on behalf of the shipper in accordance with these provisions.

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ACKNOWLEDGMENT OF CLAIMS FOR LOSS OR DAMAGE TO PROPERTY

After receiving a proper written claim in the manner and form and with the supporting documents described in Items 510 and 525, UPS or its designee will acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of receipt, unless such claim has already been paid or denied in writing. UPS will at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim including the written acknowledgment of receipt and, if in its possession, the source document and delivery receipts, if any, covering the shipment involved. At the time



RULES AND OTHER PROVISIONS WHICH GOVERN THE  
TRANSPORTATION OF PROPERTY

590

HAZARDOUS WASTE AND MERCURY-CONTAINING WASTE

No service shall be rendered in the transportation of hazardous waste. Hazardous waste is a solid waste that meets any of the criteria of hazardous waste as described in Section 261.3 of Title 40 of the Code of Federal Regulations.

UPS's acceptance for transportation of any mercury-containing waste material or used mercury-containing device (including, but not limited to, medical devices, spent or broken fluorescent lamps, thermostats or thermometers) is limited, must be prearranged, and will only be provided pursuant to prior written authorization from UPS upon satisfaction of certain requirements, including appropriate packaging and financial assurances.

592

PORTABLE ELECTRONIC DEVICES

UPS transports packages containing radio frequency devices (RFID), ultra-wideband devices (UWB) and other portable electronic devices (PED) only when such devices are in an inactivated state or otherwise in compliance with applicable law, including 14 C.F.R. 91.21, 14 C.F.R. 121.306, or 47 C.F.R. 15.521(a).

600

DELIVERY CONFIRMATION SERVICE

At the time a shipper tenders a domestic package to UPS, the shipper may request Delivery Confirmation Service by indicating Delivery Confirmation on a UPS source document (excluding Air Shipping Documents) or in a UPS automated shipping system. Each Delivery Confirmation response will include the date of delivery and either the name of the recipient or the disposition of the package; however, in the event of a return, the response will indicate the reason for the return and the date processed. An additional charge will be assessed for each such response. All responses will be consolidated and provided to the shipper in printed or electronic format.

For an additional charge, a shipper may request UPS to obtain the recipient's signature and to include it on the Delivery Confirmation response.

A shipper may request UPS to obtain the signature of an adult 21 years of age or older and to include it in the Delivery Confirmation response. An additional charge will be assessed for each such response. UPS, in its sole discretion, will determine if delivery can be completed when such a request is made, and may request photo identification indicating the recipient's age before completing delivery. The shipper must use a UPS automated shipping system to initiate a request for this service.

A shipper may elect to direct the response to an address other than the return address specified on the shipping label. In such a case, the response will be mailed individually and an additional charge will be assessed.

601

PROOF OF DELIVERY (P.O.D.)

Upon request, UPS will provide proof of delivery via facsimile or mail transmission. The request must include a facsimile number, including area code, for an operating facsimile machine, or an address deliverable by the United States Postal Service for mail. UPS reserves the right to assess the shipper an additional charge for each successfully transmitted or mailed P.O.D.

605

ADDITIONAL HANDLING CHARGES

An additional handling charge in the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping will be assessed for the transportation of the following: any article that is encased in an outside shipping container made of metal or wood; any cylindrical item, such as a barrel drum, pail, or tire, that is not fully encased in a corrugated cardboard shipping container; any package with

United Parcel Service, Inc. (a New York corporation) MC-116200

United Parcel Service, Inc. (an Ohio corporation) MC-115495

United Parcel Service Canada Ltd. MC-186275

**GENERAL TARIFF CONTAINING THE  
CLASSIFICATIONS, RULES AND PRACTICES  
FOR THE  
TRANSPORTATION OF PROPERTY**

In Individual Shipments of Packages or Articles Not Exceeding 150 Pounds per piece nor exceeding 108 inches in Length, or 165 Inches in Length and Girth combined, except as provided in Item 1030 of Tariff, via all Motor and Substituted Service Between Points and Places in the United States. Certain other classifications, rules and practices may apply as provided in the shipper's contract.

For Reference to Governing Publications see Item 400 of Tariff

EFFECTIVE: July 11, 2005

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55 Glenlake Parkway, NE  
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Permanent Address:  
United Parcel Service Canada Ltd.  
6285 Northam Drive, Suite 400  
Mississauga, Ontario  
Canada L4V 1X5

Permanent Address:  
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(an Ohio corporation)  
55 Glenlake Parkway, NE  
Atlanta, Georgia 30328

RULES AND OTHER PROVISIONS WHICH GOVERN THE  
TRANSPORTATION OF PROPERTY

Shippers requesting an invoice adjustment (e.g., adjustment of Charges based on an incorrect rate, billable weight, account number, failure to tender a package, or type of service, etc.) or a refund due to a duplicate payment must notify UPS of the request within 180 days of receiving the contested invoice, or any billing dispute is waived. A partial payment against an invoice is not considered a request for an invoice adjustment.

452

USE OF UPS-PROVIDED MATERIALS AND SERVICES

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Under no circumstances may a shipper sell any UPS-provided materials, products, or services to any third party without prior written authorization from UPS.

455

USE OF UPS ELECTRONIC INFORMATION SYSTEMS

"UPS Systems" means for all purposes herein those UPS electronic information systems to which shippers are granted access by UPS and which are accessed by means of hardware, software, or Internet interfaces.

A shipper may use the UPS Systems solely for UPS-related business conducted by or on behalf of the shipper. Any other use of the UPS Systems is strictly prohibited. A shipper may use or disclose information provided via the UPS Systems only in connection with packages shipped by or to the shipper or on the shipper's behalf.

A shipper may not use the UPS Systems in any way that adversely affects the performance or function of the UPS Systems or interferes with access by other parties to the UPS Systems. A shipper shall not gain access, or attempt to gain access, by any means to any UPS computer system or database, other than the UPS Systems to which the shipper is expressly granted access by UPS.

A shipper shall preserve and reproduce all content of the information provided by the UPS Systems and maintain all data formats, structure, sequence and organization of the information delivered by the UPS Systems, without amendment, deletion or modification of any type. UPS reserves the right to terminate, update, alter or supplement any or all of the UPS Systems and services and information available from the UPS Systems at any time. UPS reserves the right to assess charges for the use of any UPS System, by providing notice of such charges to the shipper. By permitting limited usage of the UPS Systems, UPS does not convey any property interest in or to the UPS Systems or any other UPS property or services.

UPS reserves the right to terminate a shipper's access to and use of the UPS Systems for any reason, including if UPS in its sole judgment believes that (1) the system is being used for an illegal purpose or a purpose not authorized by UPS, or (2) UPS or a third party's rights are being jeopardized, or (3) UPS or any third party is potentially exposed to liability or damage of any type, or (4) the shipper is violating this Tariff or any other applicable agreement between UPS and the shipper.

458

ITEMS NOT ACCEPTED FOR TRANSPORTATION

UPS does not accept for transportation, and shippers are prohibited from shipping:

- (1) Articles of unusual value (as defined in Item 460);
- (2) Hazardous waste;
- (3) Human remains, fetal remains, human body parts, or components thereof;
- (4) Common fireworks;

RULES AND OTHER PROVISIONS WHICH GOVERN THE  
TRANSPORTATION OF PROPERTY

God; acts of public authorities acting with actual or apparent authority; acts or omissions of customs or similar authorities; insufficient information provided by a customer; the application of security regulations imposed by the government, or otherwise applicable to the shipment; a government agency hold; riots; strikes or other labor disputes; civil unrest; disruptions of any kind in air or ground transportation networks; and natural disasters.

505

CLAIMS AND LEGAL ACTIONS

Claims against UPS must be filed within strict time limits, including as set forth in Item 450, regarding invoice adjustments or billing disputes; Item 520, regarding claims for loss or damage to property; and pursuant to the UPS Service Guarantee.

All claims against UPS arising from or related to the provision of services by UPS, including, but not limited to, demands for damages, refunds, credits, and any legal or equitable relief whatsoever, shall be extinguished unless the shipper or claimant (1) timely and completely complies with all applicable notice and claims periods set forth in this Tariff and in the *UPS Rate and Service Guide*, including as to claims for loss or damage to property, claims under UPS's Service Guarantee, or claims for invoice adjustments; and (2) pleads on the face of any complaint filed against UPS satisfaction and compliance with those notice and claims periods as a contractual condition precedent to recovery.

Each dispute with UPS will be decided on an individual basis and will not be consolidated in any action with the disputes or claims of other UPS shippers. UPS shippers agree not to sue UPS as class plaintiffs or class representatives, join a class as members, or participate as adverse parties in any way in a class action lawsuit against UPS with respect to any dispute or claim relating to the UPS shipping contract (including the UPS source document, the UPS Tariff, and the *UPS Rate and Service Guide*) or the service provided by UPS. However, nothing in this paragraph limits a shipper's rights to bring a lawsuit as an individual plaintiff.

Claimants may not deduct the amounts of pending claims from any charges owed to UPS, and the shipper waives any and all rights, including any statutory or common law rights, to set off the amount of any claim against charges owed to UPS.

510

FILING OF CLAIMS FOR LOSS OR DAMAGE TO PROPERTY

All claims for loss of or damage to property transported or accepted for transportation must: (1) be in writing and must include reference to the source document or pickup record number and date of shipment or copies of other documents sufficient to identify the shipment involved, and the declared value; (2) assert the liability of UPS for alleged loss or damage; (3) make claim for payment of a specified or determinable amount of money; and (4) be accompanied by a copy of the original invoice or, if no invoice was issued, other proof, certified to in writing, as to the purchase price paid by the consignee (where the property involved has been sold to the consignee), actual cost or replacement cost of the property, or extent of the damage to the property.

No claims will be voluntarily paid unless filed in writing by or on behalf of the shipper in accordance with these provisions.

515

ACKNOWLEDGMENT OF CLAIMS FOR LOSS OR DAMAGE TO PROPERTY

After receiving a proper written claim in the manner and form and with the supporting documents described in Items 510 and 525, UPS or its designee will acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of receipt, unless such claim has already been paid or denied in writing. UPS will at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim including the written acknowledgment of receipt and, if in its possession, the source document and delivery receipts, if any, covering the shipment involved. At the time

RULES AND OTHER PROVISIONS WHICH GOVERN THE  
TRANSPORTATION OF PROPERTY

package to UPS, UPS shall not be liable for the package in the event of loss, damage, delay, or misdelivery, nor shall UPS be liable for any special, incidental, or consequential damages.

Additional terms and conditions regarding the shipment of Hazardous Materials are set forth in the *UPS Guide for Shipping Ground and Air Hazardous Materials*, which is available at UPS.com.

590

HAZARDOUS WASTE AND MERCURY-CONTAINING WASTE

No service shall be rendered in the transportation of hazardous waste. Hazardous waste is a solid waste that meets any of the criteria of hazardous waste as described in Section 261.3 of Title 40 of the Code of Federal Regulations.

UPS's acceptance for transportation of any mercury-containing waste material or used mercury-containing device (including, but not limited to, medical devices, spent or broken fluorescent lamps, thermostats or thermometers) is limited, must be prearranged, and will only be provided pursuant to prior written authorization from UPS upon satisfaction of certain requirements, including appropriate packaging and financial assurances.

592

PORTABLE ELECTRONIC DEVICES

UPS transports packages containing radio frequency devices (RFID), ultra-wideband devices (UWB) and other portable electronic devices (PED) only when such devices are in an inactivated state or otherwise in compliance with applicable law, including 14 C.F.R. 91.21, 14 C.F.R. 121.306, or 47 C.F.R. 15.521(a).

600

DELIVERY CONFIRMATION SERVICE

At the time a shipper tenders a domestic package to UPS, the shipper may request Delivery Confirmation Service by indicating Delivery Confirmation on a UPS source document (excluding Air Shipping Documents) or in a UPS automated shipping system. Each Delivery Confirmation response will include the date of delivery and either the name of the recipient or the disposition of the package; however, in the event of a return, the response will indicate the reason for the return and the date processed. An additional charge will be assessed for each such response. All responses will be consolidated and provided to the shipper in printed or electronic format.

For an additional charge, a shipper may request UPS to obtain the recipient's signature and to include it on the Delivery Confirmation response.

A shipper may request UPS to obtain the signature of an adult 21 years of age or older and to include it in the Delivery Confirmation response. An additional charge will be assessed for each such response. UPS, in its sole discretion, will determine if delivery can be completed when such a request is made, and may request photo identification indicating the recipient's age before completing delivery. The shipper must use a UPS automated shipping system to initiate a request for this service.

A shipper may elect to direct the response to an address other than the return address specified on the shipping label. In such a case, the response will be mailed individually and an additional charge will be assessed.

601

PROOF OF DELIVERY (P.O.D.)

Upon request, UPS will provide proof of delivery via facsimile or mail transmission. The request must include a facsimile number, including area code, for an operating facsimile machine, or an address deliverable by the United States Postal Service for mail. UPS reserves the right to assess the shipper an additional charge for each successfully transmitted or mailed P.O.D.

United Parcel Service, Inc. (a New York corporation) MC-116200

United Parcel Service, Inc. (an Ohio corporation) MC-115495

United Parcel Service Canada Ltd. MC-186275

**GENERAL TARIFF CONTAINING THE  
CLASSIFICATIONS, RULES AND PRACTICES**

**FOR THE  
TRANSPORTATION OF PROPERTY**

In Individual Shipments of Packages or Articles Not Exceeding 150 Pounds per piece nor exceeding 108 inches in Length, or 165 Inches in Length and Girth combined, except as provided in Item 1030 of Tariff, via all Motor and Substituted Service Between Points and Places in the United States. Certain other classifications, rules and practices may apply as provided in the shipper's contract.

For Reference to Governing Publications see Item 400 of Tariff

EFFECTIVE: August 15, 2005

Issued By:

OFFICE OF GENERAL COUNSEL  
UNITED PARCEL SERVICE, INC.  
55 Glenlake Parkway NE  
Atlanta, Georgia 30328

Permanent Address:  
United Parcel Service, Inc.  
(a New York corporation)  
55 Glenlake Parkway, NE  
Atlanta, Georgia 30328

Permanent Address:  
United Parcel Service Canada Ltd.  
6285 Northam Drive, Suite 400  
Mississauga, Ontario  
Canada L4V 1X5

Permanent Address:  
United Parcel Service, Inc.  
(an Ohio corporation)  
55 Glenlake Parkway, NE  
Atlanta, Georgia 30328



RULES AND OTHER PROVISIONS WHICH GOVERN THE  
TRANSPORTATION OF PROPERTY

Shippers requesting an invoice adjustment (e.g., adjustment of Charges based on an incorrect rate, billable weight, account number, failure to tender a package, or type of service, etc.) or a refund due to a duplicate payment must notify UPS of the request within 180 days of receiving the contested invoice, or any billing dispute is waived. A partial payment against an invoice is not considered a request for an invoice adjustment.

452

USE OF UPS-PROVIDED MATERIALS AND SERVICES

UPS-provided materials, including but not limited to, packaging materials and supplies, envelopes, labels, label printers, shipping documents, publications and products are provided solely for the use of UPS shippers to obtain UPS services on their behalf and to interact with UPS. Any other use of such UPS-provided materials is strictly prohibited.

Under no circumstances may a shipper sell any UPS-provided materials, products, or services to any third party without prior written authorization from UPS.

455

USE OF UPS ELECTRONIC INFORMATION SYSTEMS

"UPS Systems" means for all purposes herein those UPS electronic information systems to which shippers are granted access by UPS and which are accessed by means of hardware, software, or Internet interfaces.

A shipper may use the UPS Systems solely for UPS-related business conducted by or on behalf of the shipper. Any other use of the UPS Systems is strictly prohibited. A shipper may use or disclose information provided via the UPS Systems only in connection with packages shipped by or to the shipper or on the shipper's behalf.

A shipper may not use the UPS Systems in any way that adversely affects the performance or function of the UPS Systems or interferes with access by other parties to the UPS Systems. A shipper shall not gain access, or attempt to gain access, by any means to any UPS computer system or database, other than the UPS Systems to which the shipper is expressly granted access by UPS.

A shipper shall preserve and reproduce all content of the information provided by the UPS Systems and maintain all data formats, structure, sequence and organization of the information delivered by the UPS Systems, without amendment, deletion or modification of any type. UPS reserves the right to terminate, update, alter or supplement any or all of the UPS Systems and services and information available from the UPS Systems at any time. UPS reserves the right to assess charges for the use of any UPS System, by providing notice of such charges to the shipper. By permitting limited usage of the UPS Systems, UPS does not convey any property interest in or to the UPS Systems or any other UPS property or services.

UPS reserves the right to terminate a shipper's access to and use of the UPS Systems for any reason, including if UPS in its sole judgment believes that (1) the system is being used for an illegal purpose or a purpose not authorized by UPS, or (2) UPS or a third party's rights are being jeopardized, or (3) UPS or any third party is potentially exposed to liability or damage of any type, or (4) the shipper is violating this Tariff or any other applicable agreement between UPS and the shipper.

458

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RULES AND OTHER PROVISIONS WHICH GOVERN THE  
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Claimants may not deduct the amounts of pending claims from any charges owed to UPS, and the shipper waives any and all rights, including any statutory or common law rights, to set off the amount of any claim against charges owed to UPS.

510

FILING OF CLAIMS FOR LOSS OR DAMAGE TO PROPERTY

All claims for loss of or damage to property transported or accepted for transportation must: (1) be in writing and must include reference to the source document or pickup record number and date of shipment or copies of other documents sufficient to identify the shipment involved, and the declared value; (2) assert the liability of UPS for alleged loss or damage; (3) make claim for payment of a specified or determinable amount of money; and (4) be accompanied by a copy of the original invoice or, if no invoice was issued, other proof, certified to in writing, as to the purchase price paid by the consignee (where the property involved has been sold to the consignee), actual cost or replacement cost of the property, or extent of the damage to the property.

No claims will be voluntarily paid unless filed in writing by or on behalf of the shipper in accordance with these provisions.

515

ACKNOWLEDGMENT OF CLAIMS FOR LOSS OR DAMAGE TO PROPERTY

After receiving a proper written claim in the manner and form and with the supporting documents described in Items 510 and 525, UPS or its designee will acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of receipt, unless such claim has already been paid or denied in writing. UPS will at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim including the written acknowledgment of receipt and, if in its possession, the source document and delivery receipts, if any, covering the shipment involved. At the time such claim is received, UPS will cause the date of receipt to be recorded on the face of the claim document, and the date of receipt will also appear on the written acknowledgment of receipt sent to the claimant.

RULES AND OTHER PROVISIONS WHICH GOVERN THE  
TRANSPORTATION OF PROPERTY

package to UPS, UPS shall not be liable for the package in the event of loss, damage, delay, or misdelivery, nor shall UPS be liable for any special, incidental, or consequential damages.

Additional terms and conditions regarding the shipment of Hazardous Materials are set forth in the *UPS Guide for Shipping Ground and Air Hazardous Materials*, which is available at UPS.com.

590

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592

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600

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For an additional charge, a shipper may request UPS to obtain the recipient's signature and to include it on the Delivery Confirmation response.

A shipper may request UPS to obtain the signature of an adult 21 years of age or older and to include it in the Delivery Confirmation response. An additional charge will be assessed for each such response. UPS, in its sole discretion, will determine if delivery can be completed when such a request is made, and may request photo identification indicating the recipient's age before completing delivery. The shipper must use a UPS automated shipping system to initiate a request for this service.

A shipper may elect to direct the response to an address other than the return address specified on the shipping label. In such a case, the response will be mailed individually and an additional charge will be assessed.

601

PROOF OF DELIVERY (P.O.D.)

Upon request, UPS will provide proof of delivery via facsimile or mail transmission. The request must include a facsimile number, including area code, for an operating facsimile machine, or an address deliverable by the United States Postal Service for mail. UPS reserves the right to assess the shipper an additional charge for each successfully transmitted or mailed P.O.D.

United Parcel Service, Inc. (a New York corporation) MC-116200

United Parcel Service, Inc. (an Ohio corporation) MC-115495

United Parcel Service Canada Ltd. MC-186275

**GENERAL TARIFF CONTAINING THE  
CLASSIFICATIONS, RULES AND PRACTICES  
FOR THE  
TRANSPORTATION OF PROPERTY**

In Individual Shipments of Packages or Articles Not Exceeding 150 Pounds per piece nor exceeding 108 inches in Length, or 165 Inches in Length and Girth combined, except as provided in Item 1030 of Tariff, via all Motor and Substituted Service Between Points and Places in the United States. Certain other classifications, rules and practices may apply as provided in the shipper's contract.

For Reference to Governing Publications see Item 400 of Tariff

EFFECTIVE: November 21, 2005

Issued By:

OFFICE OF GENERAL COUNSEL  
UNITED PARCEL SERVICE, INC.  
55 Glenlake Parkway NE  
Atlanta, Georgia 30328

Permanent Address:  
United Parcel Service, Inc.  
(a New York corporation)  
55 Glenlake Parkway, NE  
Atlanta, Georgia 30328

Permanent Address:  
United Parcel Service Canada Ltd.  
6285 Northam Drive, Suite 400  
Mississauga, Ontario  
Canada L4V 1X5

Permanent Address:  
United Parcel Service, Inc.  
(an Ohio corporation)  
55 Glenlake Parkway, NE  
Atlanta, Georgia 30328

RULES AND OTHER PROVISIONS WHICH GOVERN THE  
TRANSPORTATION OF PROPERTY

Shippers requesting an invoice adjustment (e.g., adjustment of Charges based on an incorrect rate, billable weight, account number, failure to tender a package, or type of service, etc.) or a refund due to a duplicate payment must notify UPS of the request within 180 days of receiving the contested invoice, or any billing dispute is waived. A partial payment against an invoice is not considered a request for an invoice adjustment.

452

USE OF UPS-PROVIDED MATERIALS AND SERVICES

UPS-provided materials, including but not limited to, packaging materials and supplies, envelopes, labels, label printers, shipping documents, publications and products are provided solely for the use of UPS shippers to obtain UPS services on their behalf and to interact with UPS. Any other use of such UPS-provided materials is strictly prohibited.

Under no circumstances may a shipper sell any UPS-provided materials, products, or services to any third party without prior written authorization from UPS.

455

USE OF UPS ELECTRONIC INFORMATION SYSTEMS

"UPS Systems" means for all purposes herein those UPS electronic information systems to which shippers are granted access by UPS and which are accessed by means of hardware, software, or Internet interfaces.

A shipper may use the UPS Systems solely for UPS-related business conducted by or on behalf of the shipper. Any other use of the UPS Systems is strictly prohibited. A shipper may use or disclose information provided via the UPS Systems only in connection with packages shipped by or to the shipper or on the shipper's behalf.

A shipper may not use the UPS Systems in any way that adversely affects the performance or function of the UPS Systems or interferes with access by other parties to the UPS Systems. A shipper shall not gain access, or attempt to gain access, by any means to any UPS computer system or database, other than the UPS Systems to which the shipper is expressly granted access by UPS.

A shipper shall preserve and reproduce all content of the information provided by the UPS Systems and maintain all data formats, structure, sequence and organization of the information delivered by the UPS Systems, without amendment, deletion or modification of any type. UPS reserves the right to terminate, update, alter or supplement any or all of the UPS Systems and services and information available from the UPS Systems at any time. UPS reserves the right to assess charges for the use of any UPS System, by providing notice of such charges to the shipper. By permitting limited usage of the UPS Systems, UPS does not convey any property interest in or to the UPS Systems or any other UPS property or services.

UPS reserves the right to terminate a shipper's access to and use of the UPS Systems for any reason, including if UPS in its sole judgment believes that (1) the system is being used for an illegal purpose or a purpose not authorized by UPS, or (2) UPS or a third party's rights are being jeopardized, or (3) UPS or any third party is potentially exposed to liability or damage of any type, or (4) the shipper is violating this Tariff or any other applicable agreement between UPS and the shipper.

457

FOOD TRANSPORT; ASSUMPTION OF LEGAL RESPONSIBILITY

Shipments containing "food", as defined in section 201 (f) of the Federal Food, Drug, and Cosmetic Act, will be accepted for transportation only according to the following terms and conditions. Shipper assumes all responsibility with respect to establishing and maintaining all records required under 21 C.F.R. Part 1 Subpart J 1.326-1.363. In so doing, shipper assumes the legal responsibility under 21 C.F.R. 1.363 for establishing and/or maintaining records that would otherwise be required to be maintained by UPS. Shipper agrees its records will comply with 21 C.F.R. 1.352 and shall identify the immediate recipient of the transported food; the origin and destination points of shipment; the date the shipment is received and the date released; the number of packages shipped; a description of the freight describing the type of food received and released; and the route of movement. Shipper agrees expressly to make all records

RULES AND OTHER PROVISIONS WHICH GOVERN THE  
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Nothing in this Item shall constitute an election of remedies by UPS or any other person or entity or a waiver of any of the rights of UPS or any other person or entity under the remaining provisions of this Tariff or at law or in equity.

496

UPS RETURN SERVICES

UPS offers a variety of services for the return of UPS compatible packages, as provided in the applicable UPS Service Guides and effective UPS Terms and Conditions of Service. These services include: Print Return Label, Print and Mail Return Label, Electronic Return Label, 1 UPS Pickup Attempt, 3 UPS Pickup Attempts, and Call Tag. The value limit for each package returned via UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, or 1 UPS Pickup Attempt Return Services is \$1,000. The value limit for each package returned via 3 UPS Pickup Attempts or Call Tag Return Services is \$50,000.

Packages containing certain items are prohibited from being shipped, and are not accepted by UPS, when tendered for transportation via UPS Return Services, including but not limited to: Hazardous Materials and packages requiring a UPS label requesting an adult signature upon delivery.

C.O.D. (Collect On Delivery) service and Collect or Third-Party billing are not provided for UPS Return Services.

500

INTERRUPTION OF SERVICE

UPS shall not be liable for any interruption of service due to causes beyond UPS's control including, but not limited to, the following: the unavailability or refusal of a person to accept delivery of the shipment; acts of God; acts of public authorities acting with actual or apparent authority; acts or omissions of customs or similar authorities; insufficient information provided by a customer; the application of security regulations imposed by the government, or otherwise applicable to the shipment; a government agency hold; riots; strikes or other labor disputes; civil unrest; disruptions of any kind in air or ground transportation networks; and natural disasters.

505

CLAIMS AND LEGAL ACTIONS

Claims against UPS must be filed within strict time limits, including as set forth in Item 450, regarding invoice adjustments or billing disputes; Item 520, regarding claims for loss or damage to property; and pursuant to the UPS Service Guarantee.

All claims against UPS arising from or related to the provision of services by UPS, including, but not limited to, demands for damages, refunds, credits, and any legal or equitable relief whatsoever, shall be extinguished unless the shipper or claimant (1) timely and completely complies with all applicable notice and claims periods set forth in this Tariff and in the *UPS Rate and Service Guide*, including as to claims for loss or damage to property, claims under UPS's Service Guarantee, or claims for invoice adjustments; and (2) pleads on the face of any complaint filed against UPS satisfaction and compliance with those notice and claims periods as a contractual condition precedent to recovery.

Claimants may not deduct the amounts of pending claims from any charges owed to UPS, and the shipper waives any and all rights, including any statutory or common law rights, to set off the amount of any claim against charges owed to UPS.

510

FILING OF CLAIMS FOR LOSS OR DAMAGE TO PROPERTY

All claims for loss of or damage to property transported or accepted for transportation must: (1) be in writing and must include reference to the source document or pickup record number and date of shipment or copies of other documents sufficient to identify the shipment involved, and the declared value; (2) assert the



RULES AND OTHER PROVISIONS WHICH GOVERN THE  
TRANSPORTATION OF PROPERTY

An additional charge will be assessed for each Hazardous Materials package shipped under the Agreement. The effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping will apply.

It is the shipper's responsibility to determine if a package contains a Hazardous Material and to properly classify, label, mark, and package it in accordance with governmental regulations, 49 C.F.R. and the terms set forth in the Agreement.

UPS reserves the right to charge and the shipper agrees to pay, for all costs resulting from improperly packed Hazardous Materials, or the cost of disposal if the shipper refuses to accept a returned item. The shipper agrees to indemnify, defend, and hold harmless UPS, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and suits of any kind or nature brought by a governmental agency or any other person or entity arising from or relating to the transportation of a Hazardous Materials package, from the shipper's breach of the Agreement, or from the shipper's non-compliance with governmental laws or regulations applicable to the transportation of Hazardous Materials. Under no circumstances shall UPS be liable for special, incidental, or consequential damages arising from the transportation of a Hazardous Materials shipment.

UPS reserves the right to discontinue service to any shipper for, among other reasons, tendering an undeclared Hazardous Materials package (including ORM-D shipments that are tendered without the proper shipping documentation) to UPS. If a shipper tenders an undeclared Hazardous Materials package to UPS, UPS shall not be liable for the package in the event of loss, damage, delay, or misdelivery, nor shall UPS be liable for any special, incidental, or consequential damages.

Additional terms and conditions regarding the shipment of Hazardous Materials are set forth in the *UPS Guide for Shipping Ground and Air Hazardous Materials*, which is available at UPS.com.

590

HAZARDOUS WASTE AND MERCURY-CONTAINING WASTE

No service shall be rendered in the transportation of hazardous waste. Hazardous waste is a solid waste that meets any of the criteria of hazardous waste as described in Section 261.3 of Title 40 of the Code of Federal Regulations.

UPS's acceptance for transportation of any mercury-containing waste material or used mercury-containing device (including, but not limited to, medical devices, spent or broken fluorescent lamps, thermostats or thermometers) is limited, must be prearranged, and will only be provided pursuant to prior written authorization from UPS upon satisfaction of certain requirements, including appropriate packaging and financial assurances.

592

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UPS transports packages containing radio frequency devices (RFID), ultra-wideband devices (UWB) and other portable electronic devices (PED) only when such devices are in an inactivated state or otherwise in compliance with applicable law, including 14 C.F.R. 91.21, 14 C.F.R. 121.306, or 47 C.F.R. 15.521(a).

600

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For an additional charge, a shipper may request UPS to obtain the recipient's signature and to include it on the Delivery Confirmation response.

A shipper may request UPS to obtain the signature of an adult 21 years of age or older and to include it in the Delivery Confirmation response. An additional charge will be assessed for each such response. UPS, in its sole discretion, will determine if delivery can be completed when such a request is made, and may request photo identification indicating the recipient's age before completing delivery. The shipper must use a UPS automated shipping system to initiate a request for this service.

A shipper may elect to direct the response to an address other than the return address specified on the shipping label. In such a case, the response will be mailed individually and an additional charge will be assessed.

601

PROOF OF DELIVERY (P.O.D.)

Upon request, UPS will provide proof of delivery via facsimile or mail transmission. The request must include a facsimile number, including area code, for an operating facsimile machine, or an address deliverable by the United States Postal Service for mail. UPS reserves the right to assess the shipper an additional charge for each successfully transmitted or mailed P.O.D.

605

ADDITIONAL HANDLING CHARGES

An additional handling charge in the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping will be assessed for the transportation of the following: any article that is encased in an outside shipping container made of metal or wood; any cylindrical item, such as a barrel drum, pail, or tire, that is not fully encased in a corrugated cardboard shipping container; any package with the longest side exceeding 60 inches or its second-longest side exceeding 30 inches; and any package qualifying as a Large Air Package. An additional handling charge will not be assessed to packages qualifying for a Large Package Surcharge. UPS reserves the right to assess the Additional Handling Charge for any package that, in UPS's sole discretion, requires special handling.

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FUEL SURCHARGE

UPS reserves the right to institute a fuel surcharge on some or all shipments without prior notice. This surcharge is subject to adjustment monthly. This surcharge may apply to any domestic or international transportation or other charges, including but not limited to, any accessorial charge or surcharge. This surcharge will be applied to such services and for such periods as UPS, in its sole discretion, may determine necessary. The current fuel surcharge is described at UPS.com.

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DELIVERY SERVICE FOR SHIPPERS RECEIVING DAILY PICKUP SERVICE

Shippers who elect Daily Pickup Service, pursuant to the terms of Item 575, may ship general commodities except articles of unusual value (as defined in Item 460), Classes A and B explosives, household goods as defined in 49 U.S.C. § 13102(10), commodities in bulk, commodities requiring special equipment, those commodities injurious or contaminating to other lading and items identified in Item 458. The rate for delivery of packages between points and places in the United States to a commercial location (a place of business or employment, not including a business operated out of a home that does not have an entrance open to the public) or to a residential location (a location that is a home, including a business operating out of a home that does not have an entrance open to the public) shall be the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipping.

If the delivery location could be construed as either residential or commercial, then the rates for residential delivery service will be applied.

For rates applicable to Daily Pickup Service, see Item 575.